



**NOT TRANSFERABLE**

# **JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD.**

**(Public Sector Undertaking of the Government of Jammu and Kashmir)**

**Jammu Office:** Plot No. 9, Transport Nagar, Narwal (J&K)-180006: **Tele:** 0191-2490001; **Telefax:** 0191-2490902

**Srinagar Office:** 121-Green Avenue, Hyderpora (J&K)-190014: **Telefax:** 0194-2432008

**email:** [enquiryjkmscl@gmail.com](mailto:enquiryjkmscl@gmail.com); **website:** [www.jkmscl.nic.in](http://www.jkmscl.nic.in)



## **E BID FOR OPENING & RUNNING CHAIN OF “24x7” PHARMACY SHOPS WITHIN THE HOSPITAL PREMISES (JAMMU DIVISION)**

**(REFERENCE NO: NIT/JKMSCL/PHARMACY/2015/J/107 DATED 27 .11.2015**

**LAST DATE OF SUBMISSION OF ONLINE BIDS: 06.01.2016 upto 1600 hrs**



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Tender No. **NIT/JKMSCL/PHARMACY/2015/107**

**Dated 27.11.2015**

## **E BID FOR OPENING & RUNNING CHAIN OF “24x7” OF PHARMACY SHOPS WITHIN THE HOSPITAL PREMISES**

On Behalf of Health & Medical Education Department, Jammu & Kashmir Medical Supplies Corporation Limited invites e-bid under two cover system (Technical bid in cover 1 and Financial bid in cover-2) from the reputed, eligible and qualified firm/company holding valid drug licenses (Form 20,20B, 21, 21B & 21C) issued by the Competent authority for sale & storage of drugs/medicines, for the finalization of rate contract for opening & running chain of 24x7 pharmacy shops in the Govt. Hospitals of Health & Medical Education Department (Jammu Division). Detailed tender document can be downloaded at J&K Govt. Portal [www.jktenders.gov.in](http://www.jktenders.gov.in), [www.jkhealth.org](http://www.jkhealth.org), [www.jknhm.com](http://www.jknhm.com), [www.jkmsclbuisness.com](http://www.jkmsclbuisness.com) & [www.jkmscl.nic.in](http://www.jkmscl.nic.in). The cost of the tender along with tender processing fee shall be deposited against the Demand Draft of Rs. 15,000/- (Rupees fifteen thousand only) i.e Rs. 10000/- (Rupees ten thousand only) as cost of tender document and Rs. 5000/- (Rupees five thousand only) as tender processing fee drawn on any of the Scheduled/Nationalized bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited, Payable at Jammu/Srinagar.

Managing Director, JKMSCL



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## E BID FOR OPENING & RUNNING CHAIN OF “24x7” PHARMACY SHOPS WITHIN THE HOSPITAL PREMISES

Bid Reference: **JKMSCL//2015/Pharmacy/107** Dated :**27.11.2015**

Date of publication of e-bid	:	27.11.2015 at 1200 noon
Start Date and time for download of bid document	:	27.11.2015 from 12.00 Noon
Last date and time for Download of bid document	:	06.01.2016 upto 14.00 Noon
Clarification start Date	:	27.11.2015 at 14.00 hrs
Clarification end date	:	10.12.2015 upto 16.00 hrs
Pre- bid conference	:	07.12.2015 at 14.30 hrs.
Last date and time for submission of online bids	:	06.01.2016 upto 16.00 hrs
Date and time for online opening of technical bids	:	09.01.2016 at 11.00 hrs
Cost of the Tender Document (non-refundable)	:	Rs. 10,000/-
Tender Processing fee	:	Rs. 5000/-
(NB : The bidder shall have to submit Rs. 15,000/- as tender charges in the form of single bank demand draft)		
Earnest Money Deposit	:	Rs. 25.00 lacs
Minimum Price Bid	:	Rs. 12.50 crore (1250 lacs)
Last date for the Registration of firm	:	30.12.2015 :

### Note :

1. In the pre bid meeting, the prospective bidders should demonstrate the recourses available with them and the past experience and at the same time may seek clarifications from the JKMSCL on various aspects of the tender.
2. Amendments necessitated in the tender document as a result of pre-bid meeting or otherwise shall be made available on e-portal.
3. The JKMSCL shall not be responsible for any oversight or negligence on the part of the bidder on the amendments to the terms and conditions of the tender documents and notified through the website.
4. **The bidder shall ensure the registration of the firm/agency seven days prior to the last day of submission of bid.**
5. Bid should be submitted through e-portal [www.jktenders.gov.in](http://www.jktenders.gov.in) after pre-bid meeting including all the clarifications/ modifications/ amendments



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## **E BID FOR OPENING & RUNNING OF “24x7” PHARMACY SHOPS WITHIN THE HOSPITAL PREMISES**

Jammu and Kashmir Medical Supplies Corporation Limited invites e-bid under two cover system (Technical bid in cover-1 and Financial bid in cover-2) for the finalization of Rate Contract from the reputed, eligible and qualified firm/company holding valid drug license (Form 20, 20B, 21, 21B & 21C) issued by the Competent authority for sale & storage of drugs/medicines for the finalization of rate contract for opening & running chain of 24x7 pharmacy shops in Govt. Hospitals of Health & Medical Education Department (Jammu Division). Interested agencies may quote their rates according to required description as well as after careful study of the tender document. The allotment of shops shall only be on lease basis (not exceeding three years) governed under the rules of Jammu & Kashmir State.

### **Minimum requirements for eligibility:-**

- 1. Only Registered firms with JKMSCL are allowed to participate in the tendering process. The registration shall be carried in the Corporate Offices of JKMSCL i.e. 121- Green Avenue, Hyderpora, Srinagar / Plot No 9, Transport Nagar, Jammu (J&K)-180003, as per the details mentioned in Annexure 0Vö. The registration shall close seven days prior to the date of uploading the bids on the website of JKMSCL. Unregistered firms with JKMSCL shall be out rightly rejected.**
- 2. The firm must hold valid licenses issued by the competent authority as on the date of bid opening in specified forms for various categories of allopathic medicines issued by the competent authority under the provisions of Drugs and Cosmetics Act, 1940 amended from time to time and rules made there under.**
- 3. The firm must not have been convicted by the Central/State Drugs authorities and no case should be pending under the Drugs and Cosmetics Act 1940. An affidavit to this effect duly notarized and should also be submitted by the bidder.**
- 4. The bidder should have at least three years experience in retail selling / dispensing the medicines / surgical consumable, implants etc. in Govt. Hospitals/reputed private hospitals of India (documentary proof be enclosed). Only firms having 03 years proven credentials are allowed to participate.**
- 5. VAT Registration certificate should be available with the bidder for at least 3 years.**
- 6. TIN allotted to the bidder.**
- 7. PAN card supported by assessment copies of the last three financial years.**
- 8. The JKMSCL reserves the right to reject all / any application received from the firms without assigning any reason thereof.**
- 9. It should not have been blacklisted by any central/State government department & should not have any litigation pending with any of these departments on Affidavit duly notarized.**
- 10. The Annual Turn Over required for the last three consecutive years shall be minimum Rs .10.00 crores. The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected**

**The Tender Document has been divided into the following Sections:-**

<b>Section-1</b>	Certificates/Documents required to be Uploaded in the Technical Bid
<b>Section-2</b>	Instruction To Bidder <b>i.</b> Scope of Work <b>ii.</b> Cost of Bidding <b>iii.</b> Bidding Procedure, Signing and Sealing of Bids
<b>Section-3</b>	Terms and Conditions of Contract <b>Annexure-I:</b> Details of Shops <b>Annexure-II:</b> Declaration of bidder. <b>Annexure-III:</b> Price Bid <b>Annexure-IV:</b> Memorandum of Appeal

## SECTION 1

### Certificates / Documents required to be uploaded in the Technical Bid

The prospective bidders shall have to upload the following certificates/documents invariably along-with Technical Bid. In case of non-submission, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

Sl. No.	Documents To be Submitted/uploaded	Document Enclos	If Yes, Mention the page No/ Annexure	Remarks
1	EMD in the form of CDR/FDR			
2.	Tender Fee & Processing Fee in the form of demand draft			
3	Minimum Price Bid		To be uploaded in BOQ	
4.	Registration Certificate with JKMSCL			
5	Duly notarized copies of valid licenses held by the bidder as on the date of bid opening in specified forms of various categories of allopathic medicines issued by the competent authority under the provisions of Drug and Cosmetics Act, 1940 and rules made there under.			
6	Copy of Declaration of bidder (Annexure 6II)			
7	Copy of the valid Registration Certificate of the organization as per the applicable Act along with the list of Executive Members of the Organization/ Trust/ Firm			
8	TIN & Sales Tax / VAT Registration Certificate.			
9	Undertaking that the firm has not been convicted by Central/State Drugs authority and stating that no case is pending against the organization under the Drugs and Cosmetics Act and Rules			
10	Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder			
11.	Copy of Drug License for preceding financial three years.			
12.	Self-Attested photocopy of the Ownership Document, in case of firm a Partnership Deed and Registration Certificate under Companies Act along with memorandum of association etc. as the case may be.			
13	Bid form with complete technical bid, terms & conditions with all pages serially numbered, signed and stamped on each page			
14	Service tax registration, if applicable			

**SEAL & SIGNATURE OF TENDERER**

DATE: .....  
PLACE: .....

## SECTION 2

### Instruction to Bidder

#### 1. SCOPE OF WORK

- a. To set up and operate chain of 24x7 Modern Pharmacies / Chemist Shops of high ethical and esthetic standards for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. on discounted rates of 10% on M.R.P. The pharmacy/chemist shop shall sell these items through computerized system and further shall submit the documentary proof, of supply of these items to the patients at the approved discounted rates.
- b. The location, specification of shop(s) shall be as per Annexure- I.
- c. To maintain sufficient stocks of medicines, consumables, surgical items, Implants, Instruments, etc for sale at the Pharmacy / Chemist Shop at discounted rates. The firm should maintain an inventory of 15 days.
- d. To sell medicines, surgical items, Implants, Instruments, etc. to patients only against valid prescriptions of the treating units at pre-approved discounted rates.
- e. The successful bidder shall ensure use of bar-coding on each item and optical scanner at point of sales. The bidder shall use standard software for stock checking, dispensing orders and billing on his own cost.
- f. Expenditure on establishment of shop, broadband Internet connectivity, telephone, electricity, water etc. shall be borne by the successful bidder.
- g. The successful bidder shall arrange & shall be responsible for all clearances / formalities including drugs license from State Drug Controller for opening the pharmacy shop in the allotted space. All the formalities related to the opening of shops shall be the responsibility of the bidder.
- h. The firm shall be responsible for making available adequate qualified staff in sufficient numbers in the shops as per the provisions of Drugs and Cosmetics Act 1940 & rules made there under. The firm should ensure that qualified staff will be hired to run the pharmacies and same will be informed to JKMSCL/hospital authorities through proper documentation of the employee hired. Qualified bidder will provide list of employees indicating name, address and specimen signature before inducting them to run the pharmacy. JKMSCL/hospital authorities shall be at liberty to forbid the employment of any person/persons whom it may consider as of undesirable character. The firm shall keep its employees under uniform and with name tags as prescribed by the JKMSCL for easy identification and check.
- i. The branding of the pharmacies including exterior, interiors, painting & civil work etc. should be completed in 90 days after the award of tender & handover of premises, and start the shops within 03 months.
- j. The allotment shall be made for a period of Three year from the date of allocation subject to the performance evaluation every year by the Principal GMC Jammu, Director Health Services Jammu/ /Head of the Institution by the inhouse committee constituted for the purpose.

## 2. COST OF BIDDING

- a. The bidders shall bear all the costs associated with the preparation and submission of their bid. The JKMSCL shall in no case be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.
- b. A pre-bid meeting open to all prospective bidders will be held on 07.12.2015 as per bidding Schedule wherein the prospective bidders shall be given an opportunity to obtain clarifications regarding work and tender conditions.

## 3. PROCEDURE FOR SUBMISSION OF BIDS

The bid must be uploaded under two cover system (Cover I..Technical bid & Cover II.. Financial Bid) as mentioned below:

### Part 1 : “Technical Bid”

#### i) Earnest Money Deposit:

EMD shall be Rs. 25.00 lacs in the shape of Demand Draft only, drawn on any of the Scheduled/Nationalized bank in favour of Jammu & Kashmir Medical Supplies Corporation Limited Payable at Jammu/Srinagar, failing which the bid shall summarily be rejected and no communication shall be entertained in this regard.

The successful bidder has to deposit the remaining difference of the earnest money deposit in lieu of the quoted rates and minimum price bid. The amount of such earnest money shall be deposited with the bid amount.

#### ii) Documents establishing Bidders eligibility (Technical Bid):

**The following documents shall have to be submitted along with the technical bid:**

- a) Scanned copy of two separate Demand Drafts, indicating the cost of tender document, tender processing fee and Earnest Money Deposit as respectively, shall have to be uploaded along with technical bid. However, Demand Drafts as a cost of tender document, tender processing fee and EMD shall have to be submitted in original, at least two days before the opening of technical bid at Corporate Office Jammu.
- b) Duly attested copies of valid licenses held by the bidder as on the date of bid opening in specified forms for various categories of allopathic medicines issued by the competent authority under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under. Copy of valid Drug License for preceding five years would be required.
- c) Copy of Declaration of bidder as per Annexure II duly signed.
- d) TIN & Sales Tax/VAT Registration Certificate.
- e) Undertaking that the bidder has not been convicted by Centre/State Drugs Controller, and stating that no case is pending against the firm under the Drugs and Cosmetics Act and Rules issued from time to time.
- f) Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.
- g) Proof of 03 year work experience (attach relevant documentary evidence).

#### iii. PERIOD OF CONTRACT/LICENSE

The contract shall be for a period of three years and shall commence from the date of active working/functioning of the pharmacy, in any case, but not more than 90 days from the date of allocation / signing of contract.

#### iv. RIGHT TO ACCEPT / REJECT ANY BID

The Managing Director, JKMSCL reserves the right to reject all bids at any time without assigning any reasons and without thereby incurring any liability to the affected bidder or



any obligation to inform the affected bidder of the grounds for such decision.

v. **INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES**

The JKMSCL requires that the bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract. In pursuance of this policy, the terms are set forthwith as follows:

- a. "Corrupt practice" means offering, giving, receiving or soliciting anything of value to influence the action of the public official in the contract execution.
- b. "Fraudulent practice" means misrepresentation of facts in order to influence the execution of the contract to the detriment of the Institute / Corporation, and it includes collusive practices among bidders (prior to or after bid submission) designed to deprive the Institute of the benefits of free and open competition.
- c. The JKMSCL shall reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- d. The JKMSCL shall declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

**Part 2: "Commercial Bid"**

- i. E-bid shall be uploaded as per the prescribed BOQ (Annexure IV) containing the 10% discount offered on MRP for drugs, medicines, surgical and allied hospital supplies /items stored & sold at said allocated shop(s) as per Drug & Cosmetic Act, 1940 and rules issued thereafter.
- ii. **Contract shall be awarded to the bidder, quoting maximum bid price**, subject to fulfillment of technical bid and all other terms and conditions.
- iii. **The medicine and hospital supplies should preferably be sold on Generic name rather than on Brand name.**
- iv. The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for. Individual signing the bid and other documents must specify whether he signs as a partner of the organization/trust/NGO, if it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
- v. A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the JKMSCL without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

**3. PERIOD OF VALIDITY OF BIDS**

The Bids shall be valid for acceptance for 90 days from the date of bid opening and shall be further extendable by another 30 days.

**4. INVENTORY MANAGEMENT**

- a. Inventory management shall have to be through computerized system.
- b. Periodical inspection(s) after notifying the qualified bidder shall be carried out by the duly constituted Monitoring committee constituted by the Corporation to verify the stock position of medicines, cold chain maintenance, bar coding etc. This inspection can be conducted once in a year as required.

**5. DEPOSIT OF FINAL BID VALUE:**

- i. **Whole amount of final bid value amounting to minimum Rs. 12.50 crore shall have to be deposited in the form of Demand Draft / Bank Draft drawn on any of the scheduled bank**

**in favour of JKMSCL payable at Jammu / Srinagar within 15 days from the date of award of contract or before signing of contract with the Health & Medical Education Department before the First Class Judicial Magistrate, whichever is earlier.**

- ii. Amount deposited to JKMSCL as Tender Fee & FINAL BID value shall be NON – REFUNDABLE.**

**6. PENALTY**

In case the bidder fails to supply the prescribed medicines and other items, a penalty as deemed fit by the Competent Authority i.e committee constituted for the purpose by the Corporation headed by Managing Director, JKMSCL , on the recommendation of Head of Institution(s).

The bidder will ensure availability of drugs/surgical etc as per the formulary given by the competent authority of JKMSCL/hospital. Non availability of any drug/surgical item listed in the formulary will attract penalty, if the bidder failed to give any valid specification of the shortage. The amount of penalty shall be decided by the Head of the institution at the given time.

**7. FORFEITURE OF EMD.**

- a. The Earnest Money shall be forfeited if a bidder withdraws its tender during the period of bid validity or in case of a successful bidder, if the Bidder fails :
- i) adhere to the terms and conditions of the contract.
  - ii). Supplies any sub-standard, spurious medicines, substituted drug/molecule etc.
  - iii) Non ó availability of common medicines / surgical consumables, etc.
  - iv) Over ó charging i.e. not offering the predetermined discount.

**8. EXIT CLAUSE :**

In no case the bidder can exit the contract in the first year of allotment of contract. If a bidder vacates the premises after serving notice to the JKSMCL for vacation of the premises, 50% of the bid security shall be forfeited and the remaining amount shall be returned to the bidder after deducting 50% of the total bid amount. Wherever, the bidder has to serve the notice 04 (months) in advance to the JKMSCL for vacating the pharmacies.

## SECTION 3

### Terms and Conditions

**1. NON SUBSTITUTION**

The firm shall not change drug/molecule (generic) mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted irrationally except for permitting generic drugs of reputed brand. However, the firm shall be provided with a list of all the standard manufacturers; duly recommended by the Monitoring Committee constituted by the JKMSCL which should be in the form of a formulary.

**2. PACKED SUPPLIES**

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine / drug on any particular day. Since the products will be sold on barcode, only single individual pack will be sold.

**3. INDIVIDUAL PACKETS**

The firm shall put all medicines / surgical items/instruments etc as per prescription per patient in one packet.

**4. SHELF LIFE OF MEDICINES TO BE SOLD /STORED:**

- i. Every medicine / Item displayed / sold by the firm must have printed / inscribed shelf-life period, mentioned on the label of medicine / surgical consumables etc.
- ii. The medicines / surgical consumables to be sold / displayed / stored should have maximum possible shelf life at the time of selling/stored.

5. The firm should not stop the sale of the Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. without giving proper justification.

**6. PENALTY FOR DEFAULT**

The firm shall ensure availability of all medicines & surgical consumables etc at all times. In case of non-availability of any item, the firm should inform the authority with a valid reason for the same and provide best available drugs after due approval of the clinician.

In case the firm fails to supply the prescribed medicines and other items, a penalty shall be imposed which shall be decided on the recommendation of Head of institutions by the Competent Authority i.e JKMSCL which shall be forfeiture of EMD or as deemed fit/recommended by a committee for the purpose by JKMSCL. In all circumstances, if JKMSCL found negligence in availability of the drugs, penalty clause shall be imposed.

**7. TERMINATION FOR DEFAULT**

The JKMSCL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- b. If the bidder fails to perform any other obligation(s) under the Contract
- c. If the bidder, in the judgment of the JKMSCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. On the expiry of the period of allocation, the firm shall have to close its business and shall have no right to carry on business at the premises. The firm shall remove its goods/furniture etc. within a period of 30 days from the date of termination of contract/allocation period. In case the firm fails to remove its articles, the same shall be removed/ confiscated at the risk and cost of the firm.

## 8. SALE OF MEDICINES/SURGICALS etc.

- a Sufficient stock of standard quality of medicines / surgical item / medical implant / Orthotic and Prosthetic Devices at all times shall have to be maintained in the pharmacy shop. The firm should maintain an inventory of 15 days.
- b The firm shall indicate name of the medicine, quantity, batch number, date of expiry including discount given in the cash memo at the time of supplying the medicines / surgical item to the purchaser.
- c Medicines / surgical items etc. shall have to be sold/supplied preferably by the generic names in individual packets by the firm.

9. **RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS :** Firm will accept the stock of unconsumed / unused stock of medicines / consumable / items in saleable condition without cutting etc. from patient, if returned to him within a week of purchase along with the original cash memo and refund the original amount.
10. The JKMSCL does not assure/guarantee the bidders of sale volumes. The bidders prior to quoting the rates must make their own market study to estimate the sale volumes for the purposes of assessing financial viability of their proposal. Conditional bids in this regard would be summarily rejected.
11. The firm shall, in no case be allowed to erect any permanent structure/additions or alterations in the premises provided for running the pharmacy/chemist shop.
12. The firm shall not fall under the provisions of Houses and Shops Rent control Act & other relevant Acts amended from time to time. The firm shall observe and comply with all the rules and regulations of the Shops and Establishments Act, Employees State Insurance Act, 1948, Minimum Wage Act, Payment of Wages Act, Employees Provident Fund and Miscellaneous Provisions Act, Workmen's Compensation Act, and any other provisions of the Law, Rules and Regulations enforced from time to time by the local authorities or any other authority applicable to their business.
14. The charges for the electricity & water consumed shall be paid by the firm on monthly basis to the hospital authority against the bill of sub/meter. The firm shall pay for electricity on actual consumption basis for electric gadgets / equipment etc. at the applicable tariff in the 1st week of the each month and the receipt of the payment shall be produced/deposited before the concerned Head of the Institution.
15. The firm shall not damage the hospital premises and structure and properties associated with the hospital and in the event of any damage being caused to the same intentionally or otherwise, by the firm or its employees or visitors or patients, the JKMSCL shall be entitled to get the same repaired and make the requisite replacement and call upon the firm to reimburse cost/expense thereof which the firm undertakes to pay forthwith on demand
16. **The JKMSCL shall in no case be responsible/liable action for any spurious/substandard drug.**
17. The firm shall meet all the conditions of retail 24 Hours Chemist / Drug License granted by the competent authority for sale and storage of drugs/medicines and surgical items etc. during the entire period of this License deed with JKMSCL and any breach of such condition will tantamount to be breach of this License deed by the firm.
18. The firm shall maintain adequate stock & storage facility in relation to proper stocking of medicines, provision of adequate cold storage and maintenance of cold chain as prescribed by the manufacturers of such drugs.
19. When called for, the firm shall provide a copy of the invoice of all items procured for stocking at the said shop indicating therein, *interalia*, the item description, batch number, name of manufacturer and expiry date of the item.
20. The firm shall be required to adopt fair business practice by exhibiting the MRP (inclusive of all taxes), discounted amount and net payable amount in the invoice / cash memos issued to the patient / patient attendant and shall adhere to any other instructions issued by the authorities from time to time, in this regard. The same information shall also be provided to the Hospital administration for organising its public display.

21. The firm shall keep the premises clean and in orderly condition.
22. The firm shall keep open the premises for the benefit of the patients of the Hospital. The firm shall ensure the functionality of 24x7 shop & attendance of staff even during off days, Sundays and other holidays including National Holidays.
23. The firm shall not stock any inflammable or otherwise dangerous or unethical or immoral materials and goods in the space which may cause a fire or health hazard to the Hospital property, its guests and visitors.
24. The Health & Medical Education department/JKMSCL shall have right to inspect any of pharmacy shop allocated under the said tender at any time with or without the receipt of any complaint by any officer or committee constituted for inspection and monitoring of the functioning of the shop. The said inspection procedure may include referral of some or all of the medicine samples to the testing recognized by the state or Central Drug Control Authorities.
25. The firm shall make its own advertisement arrangements with the prior written permission of the JKMSCL on submission of the details of advertising copy, layout and arrangements. The JKMSCL shall be at liberty to suggest an alteration or amendment thereof which shall be duly carried out. The firm shall also observe such amendments in the advertisements as the firm may require from time to time.
26. The firm shall not permit the use of the shop premise for any of other purpose other than the purpose of this license or in any other way whatsoever. The firm shall not sublet the premises of the shop to any individual/ party/organization/company. Any such act by the firm shall be considered violation of agreement and the JKMSCL shall have the right to terminate the license. In such circumstances, the firm shall have to settle all the outstanding dues and hand over vacant and peaceful possession of the premises within 7 days.
27. The designation and address of the first and final appellate authority is Secretary to Govt. Health & Medical Education Department, J&K State (Annexure V).
28. The insurance of the premises/stocks shall be responsibility of the firm. The JKMSCL/Hospital authorities are not responsible for any loss occurred during the contract to the bidder by any means.
29. The firm should install latest fire fighting gadgets/equipments in the premises of pharmacy shop to avoid any untoward incident.

#### DEED OF CONTRACT

The qualifying bidder shall sign a deed of agreement, primarily for fair trade practices in all dealing with JKMSCL, incorporating terms, delivery mechanisms and penalties for default. The deed of agreement shall have to be signed within 15 days from the date of receipt of letter of information from JKMSCL failing which the EMD of the bidder shall be forfeited and opportunity may be extended to next technically qualified bidder quoting the second highest bid

#### 29. FORCE MAJEURE

The "Force Majeure" means an event beyond the control of the firm and not involving the firm's fault or negligence and not foreseeable. Such event may include, but are not limited to, war or revolution, fire, floods, quarantine restrictions and freight embargoes.

If a Majeure situation arises, the firm shall promptly notify the JKMSCL in writing of such condition and the cause thereof. Unless or otherwise directed by JKMSCL in writing, the firm shall continue to perform its obligations under the agreement deed as far as is reasonably practical and shall seek all reasonable alternative means for performance of obligations not prevented by the Force Majeure event.

#### 30. INDEMNITY

The bidder shall indemnify the JKMSCL against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of

life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. JKMSCL may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

**31. POWER OF ACCEPTANCE, REJECTION AND WITHDRAWAL OF THE TENDER:**

The power for final acceptance of the tender is entirely vested with the Managing Director, JKMSCL, who reserves the right to accept and reject, any or part thereof or all tender(s) without assigning any reason whatsoever. There is no obligation on part of the Managing Director / General Manager to enter into any correspondence with unsuccessful bidder. After acceptance of the tender by Managing Director, JKMSCL, the bidder shall not have the right to withdraw the tender. Tender with incomplete information is liable for rejection.

32. All the bidders participating in the tender must submit a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or Directors anywhere in India to be issued by the competent authority or duly notarised.

**33. GRIEVANCE / APPEAL**

I) In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding.

II) In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director, JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall endeavour to dispose it off, within thirty days from the date of its submission.

III) If the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be. The Designation and address of the final Appellate Authority is Secretary, Health and Medical Education Department, J&K.

(i) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provision limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(ii) **Form of Appeal:**

- (a) An appeal shall be in the Form (Annexure-IV) along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(iii) **Fee for filing appeal:**

- (a) Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only), which shall be 50% refundable, when the case has been proven true.
- (b) The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(iv) **Procedure for disposal of appeal:**

- (a) Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

- (b) On the date fixed for hearing, the Appellate Authority shall,
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the J&K State tender Portal, [www.jktenders.nic.in](http://www.jktenders.nic.in).

If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc, the bidder has to deposit Rs. 10,000/- (Rupees Ten thousand only) in the form of Demand Draft drawn in favour of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and malafide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm

**DISPUTE RESOLUTION:**

- I. Any legal dispute shall be within the jurisdiction of Honøble High Court of Jammu/Srinagar (J & K).

**ANNEXURE I**

**DETAILS SHOWING THE LOCATION OF SHOPS (JAMMU DIVISION)**

<b>Sno.</b>	<b>Details / location of shop</b>
<b>I</b>	<b>Jammu Division</b>
1	Govt. Medical College Hospital, Jammu
2	Super Specialty Hospital, Jammu
3	SMGS Hospital
4	Chest Diseases Hospital, Jammu
5	Psychiatric Diseases Hospital, Jammu
6	Govt. Dental College Hospital, Jammu
<b>II</b>	<b>District Hospitals Jammu Division</b>
1	District Hospital, Doda
2	District Hospital, Kathua
3	District Hospital, Kishtwar
4	District Hospital, Poonch
5	District Hospital, Rajouri
6	District Hospital, Ramban
7	District Hospital, Reasi
8	District Hospital, Samba
9	District Hospital, Udhampur
10.	Govt. Hospital Gandhi Nagar Jammu
<b>III</b>	<b>SDH/CHC Jammu Division</b>
1	Govt. Hospital Sarwal Jammu
2	Bhaderwah
3	Gandoh
4	Thathri
5	Akhnoor
6	Jourian
7	Sohanjana
8	Marh
9	Bishnah
10	RS Pura
11	Khour
12	Chowki Choura
13	Hiranagar
14	Basholi
15	Billawar
16	Bani
17	Parole
18	Marwah
19	Mandi
20	Surankote
21	Mendhar
22	Sunderbani
23	Kalakote
24	Teryath
25	Nowhshera
26	Darhal
27	Thannamandi
28	Kandi
29	Banihal
30	Batote
31	Gool
32	Katra



33	Mahore
34	Ramgarh
35	EH Vijaypur
36	EH Ghagwal
37	Ramnagar
38	Chenani
39.	Rajeev Gandhi Hospital Ganyal
40.	Mahatma Gandhi Hospital Kathua
41.	Trauma Centre Mahanpur

**Note : The Earnest Money Deposit shall be Rs. 25.00 lacs  
The Minimum Price Bid Shall be 12.50 crores**

Note :

1. Shop measuring 600 sft floor area for GMCs/District Hospitals & 400 sft floor area for sub-district/PHC/CHC shall be provided.
2. The allotment of shops shall only be on lease basis (not exceeding three years) governed under the rules of Jammu & Kashmir State.

## ANNEXURE II

### Declaration of Bidder

From:

Complete address of the bidder with  
Phone/Fax & Mobile No.

To:

**The Managing Director,  
Jammu & Kashmir Medical Supplies Corporation Ltd.  
J&K**

Sir,

1. I / We hereby offer to open & run chain of 24 x 7 pharmacies / chemist shops (details mentioned as per Annexure I) to sell medicines and surgical consumables / implants etc. to patients attending \_\_\_\_\_ such hospitals as indicated in the bid notice in the acceptance of bid at the rate given in **Price Bid** attached and agree to hold this offer open till \_\_. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/we have understood the Instructions to the bidders and conditions of contract and fully accept them.
3. I/we are fully aware of the nature of medicines and surgical consumables / implants etc. required; and my / our offer is to sell the medicines and surgical consumables / implants etc. strictly in accordance with the requirements of patient.
4. I/we agree to arrange supplies of standard quality drug and surgical consumables / implants.
5. I/we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My/our organization has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules 1940.

The information provided by us above regarding the details of firm is correct & any information found to be incorrect will lead to the cancellation of our bid.

SIGNATURE OF WITNESS

SIGNATURE OF BIDDER

NAME

NAME

ADDRESS:

ADDRESS:

**ANNEXURE III  
PRICE BID/BOQ**

Uniform Discount on the Printed Maximum Retail Price offered on All items of supply-

S.No.	Type of Drugs/Medicines/ Surgical/Instruments/Implants etc.	Minimum Discount	Price bid Minimum Price Bid for Jammu Division : 12.50 crore
1	All such Items related to patient care.	10%	To be uploaded Online

**Note: Bid of firms quoting discount less than 10% on MRP shall be summarily rejected and no correspondence shall be entertained in this regard.**

- 1) I also undertake to keep the above quoted rate of discount on the printed retail price on all items available for sale valid, till duration of this contract.
- 2) No taxes of any kind are chargeable extra on discounted price. Means discounted price will be inclusive of all taxes and duties as may be applicable.
- 3) The Price bid should be inclusive of all taxes.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Stamp

Date

(On Firm's letter  
head)

**Memorandum of Appeal**

Appeal No..... of.....

Before the..... (Appellate Authority)

- 1. Particulars of appellant:
  - (i) Name of the appellant:
  - (ii) Official address, if any:
  - (iii) Residential address:
  
- 2. Name and address of the respondent(s):
  - (i)
  - (ii)
  - (iii)
  
- 3. Number and date of the order appealed against and name and designation of the officer/ authority that passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:
  
- 4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:
  
- 5. Number of affidavits and documents enclosed with the appeal:
  
- 6. Ground of appeal:
 

.....

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..... (supported by an affidavit)
  
- 7. Prayer:.....

.....

.....

Place .....  
Dated .....

Appellant's signature

S.No	Documents required at the time of Registration of firm for OPENING & RUNNING OF PHARMACY SHOPS WITHIN THE HOSPITAL PREMISES
1	Registration fee : Rs. 10,000/- in the shape of bank draft payable to Jammu & Kashmir Medical Supplies Corporation.
2	Registration Certificate with JKMSCL ( <b>The bidder shall ensure the registration of the firm/agency seven days prior to the last day of uploading of bid).</b>
3	Valid drug license issued by the competent authority for sale and storage of drugs, surgical disposable etc. (form 20,20B,21, 21B & 21C)
3.	Turn over of last three years and shall not be less than 10.00 crores in consecutive financial year.
4	TIN No. & Sales Tax/VAT Registration Certificate supported by balance sheet of the last three years.
5	Undertaking that the firm has not been convicted by Central/State Drugs authority and stating that no case is pending against the organization under the Drugs and Cosmetics Act and Rules as well as under the Drugs Price Control Order issued from time to time.
6	Company's Memorandum
7	Constitution of company's along with details of Board of Directors
8	PAN card supported by assessment copies of the last three financial years.
9	Service tax registration, if applicable
11.	Registration under shops & establishment Act.
12.	ESI Registration certificate copy with last three year payment details.
13.	EPF Registration certificate copy with last three year payment details.
14	Minimum three years experience for selling / dispensing the medicines / surgical consumable, implants etc. supported by Market standing certificate issued by the competent authority & supported by the list of the establishments in the country. (Only three years proven credentials are allowed to participate)
15	Non Blacklisting declaration on non-judicial stamp paper duly notarized.
16	ISO/any other equivalent certification.
17	One self attested recent passport size photograph of the authorized person of the bidder/agency with name designation, address and telephone phone no. If bidder is as partnership firm, name designation address of the Director/ partners also be enclosed.
18.	Other supportive document, if any